

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Russell C. Muniz, MBA, MMC, Town Clerk/954-797-1011

**PREPARED BY:** Russell C. Muniz, MBA, MMC, Town Clerk/954-797-1011

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTERNATIONAL DATA DEPOSITORY TO PROVIDE OFF-SITE RECORD STORAGE SERVICES.

**REPORT IN BRIEF:** The Town solicited competitive sealed proposals for off-site record storage services to store Town records. RFP documents were sent to thirty (30) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received three (3) proposals. The Town Clerk and the Assistant Town Clerk visited facilities to make certain that the proposed facilities met the specification requirements. Following site visits and after reviewing the proposals, the Town Clerk's Office ranked the firms and our rankings were ratified by the Selection Committee. International Data Depository was the successful proposer and their selection was approved by the Town Council at the meeting on May 6, 2009. The initial term is five (5) years with an option to extend the contract for an additional five (5) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be handled by staff subject to budgetary approval by Town Council.

**PREVIOUS ACTIONS:**

**CONCURRENCES:** The attached agreement (Exhibit A) has been reviewed and approved by the Town Attorney.

**FISCAL IMPACT:** Yes

Has request been budgeted? n/a

If yes, expected cost: Approximately \$13,000 per year

Account name and number: 001-0324-513-0306 (Contractual Services)

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, agreement with International Data Depository

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH INTERNATIONAL DATA DEPOSITORY TO PROVIDE OFF-  
SITE RECORD STORAGE SERVICES.

WHEREAS, the Town solicited proposals for off-site record storage services; and

WHEREAS, the selection committee has selected International Data Depository  
as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute an agreement for such  
services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN  
OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the  
selection of International Data Depository as the firm best qualified to provide the  
required services and authorizes the Mayor to execute the attached agreement (Exhibit  
A).

SECTION 2. The initial term is five (5) years with an option to extend the  
contract for one additional five (5) year term by mutual agreement of the parties.  
Contract extensions, if appropriate, will be handled administratively by staff subject to  
budgetary approval by Town Council.

SECTION 3. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2009

\_\_\_\_\_  
ER

\_\_\_\_\_  
MAYOR/COUNCILMEMB

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

Exhibit A



# INTERNATIONAL DATA DEPOSITORY DATA STORAGE, RECORDS MANAGEMENT, AND SERVICE AGREEMENT

Customer <b>Town of Davie</b>			Billing Address (If Different)		
Street <b>6591 Orange Drive</b>			Street or Box No.		
City <b>Davie</b>	State <b>FL</b>	Zip <b>33314</b>	City	State	Zip
Primary Contact and Title <b>Mr. Russell Muniz, Town Clerk</b>			Billing Contact		
Telephone <b>954-797-1026</b>		Fax <b>954-797-1087</b>	Telephone		Fax
Customer Number			Depository Location		

International Data Depository, Inc. (the "Corporation") hereby agrees to accept for storage and to service under its management system at International Data Depository facilities such data and records material (deposits) as Customer requests. Customer agrees to pay the Corporation for storage and services according to the amounts and provisions specified on the attached Rate Schedule (and as amended from time to time); and Customer agrees that all services shall be provided subject to the terms and conditions of this Agreement.

ATTENTION: Additional terms and conditions of this agreement are attached.

**Town of Davie**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**International Data Depository, Inc.**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A



The following terms and conditions shall apply to this Agreement.

1. **Storage and Service Charges** – All charges for data storage, records management, and services under this Agreement shall be specified in the attached Rate Schedule.
2. **Term** – The term of this Agreement shall commence on the date of the Customer's signature or, if later, the Effective Date set forth on the attached Rate Schedule. Unless otherwise provided in the attached Rate Schedule, the terms will continue for five years, one additional 5 year period at the same terms and conditions if mutually agreed upon by the parties, unless written notice of non-renewal is delivered by either party to the other not less than sixty days prior to the expiration date.
3. **Access, Procedures, and Force Majeure**
  - A. Deposited materials and information contained in said material may be delivered pursuant to direction of Customer's agent(s) identified in the Company's standard authorization forms. Authority granted to any person on the Corporation's standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for or removal of Customer's material, and to deliver and receive such material. Such orders may be given in person, by telephone or in writing.
  - B. Customer shall comply with the Corporation's reasonable operational requirements, as modified from time to time, regarding containers, delivery volumes, security, access and similar matters. Customer acknowledges that extraordinary volume or schedule requests may require the Corporation to incur additional costs, which the Customer will pay at the Company's overtime rates, provided that the Corporation shall have advised Customer thereof in advance. Extraordinary volumes are defined to 50 boxes or more requested on a daily basis day.
  - C. The Corporation shall not be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, unusual traffic delays or other causes beyond its control.
4. **Value of Deposits** –The Customer places a \$50 value on each carton of records. The Company will be held liable to reimburse the Customer such value for any carton of records that is lost, stolen, damaged or destroyed due to any negligence or error.
5. **Limitations of Liability and Damages**
  - A. The Corporation's liability, if any, for loss of or damage to part or all of the records deposits shall be limited to \$50.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item if caused by negligence, or error. Otherwise the value per carton will be \$1.00 per box.
  - B. The Corporation shall not be liable for any loss or damage to stored material, however caused, unless such loss or damage resulted from the failure by the Corporation to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Corporation is not liable for loss or damage which could not have been avoided by the exercise of such care.
  - C. In no event shall the Corporation be liable for any consequential or incidental damages. The corporation shall only be liable to the Town of Davie for actual damages caused as outlined in this agreement.
6. **Notices and Notice of Claim**
  - A. Notices – Any notice made pursuant to this Agreement may be given or made in writing by certified U.S. mail, hand-delivery, or fax at the addresses set out on the front side hereof until written notice of an change of address has been received.
  - B. Claims by Customer must be presented in writing to the Corporation within a reasonable time, and in no event longer than 60 days after Customer is notified by the Corporation that loss, damage or destruction to part or all of the stored material had occurred, whichever time is shorter. Such notice shall be a condition precedent on the commencement of any action or suit against the Corporation arising from this Agreement.

Exhibit A



7. **Payment** – If Customer fails to pay the charges of the Corporation for a period of sixty (60) days, or is otherwise in default of this Agreement with the exception of Section 2. 8, b of the Town Request for Proposal, the Corporation after giving ten day's notice as provided herein, at its option (a) redeliver the stored materials to Customer at its address herein, or (b) refuse access to stored material. Customer shall be liable for late charges at the rate of 18% per annum, with the exception of Section 2. 8, b of the Town Request for Proposal and all expenses incurred in collecting charges, which are in arrears, including reasonable attorneys' fees. The Corporation shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the deposits are stored, and the Corporation shall have such other rights and remedies as may be provided by law. Nothing herein shall preclude the Corporation from pursuing other remedies authorized by statute or otherwise.
8. **Destruction of Data or Records** – Customer releases the Corporation from all liability by reason of destruction of data or records pursuant to Customer's directions.
9. **Ownership Warranty** – Customer warrants that it/he/she is the owner or legal custodian of the stored material and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement.
10. **Indemnification** – Customer agrees to fully indemnify and hold harmless the Corporation and its employees and agents from any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of the Corporation's proper storage of Customer's materials, Customer's breach of any terms or provisions of this Agreement, or the Corporation's relations with Customer pursuant to this Agreement, unless caused by the negligence or willful misconduct of the Corporation.
11. **No Hazardous Substances or Conditions** – Customer shall not, at any time, store with the Corporation material considered to be highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state regulation relating to the environment or hazardous materials. All Customer premises where the Corporation's employees perform services or make deliveries hereunder shall be free of all hazardous substances and any other hazardous or dangerous conditions.
12. **Modifications and Assignment** – This Agreement binds the heirs, executors, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by the Customer without the written consent of the Corporation.
13. **Non-Solicitation of Employees** – During the term of this Agreement and for one year thereafter, Company and Customer mutually agree not to solicit or employ any employee of the other party without prior written consent.
14. **Governing Law** – This Agreement and attachments hereto shall be governed by the laws of the State of Florida.
15. **Venue** – Any litigation arising out of any of the provisions of this contract shall take place in Broward County, Florida.